Request for Extension of Clearance Order	Virginia Employment Comm	nission
To: Puerto Rico     North Carolina     Florida	2. Job Order Number:  756  3. Employer Name:  Charter Held	771 Remy Form
<ol> <li>From:</li> <li>Agriculture &amp; Foreign Labor Program Manager</li> <li>Virginia Employment Commission</li> <li>Hydraulic Rd</li> <li>Charlottesville, VA 22901</li> </ol>	5. OES Job Code, Title and N Available 45-2092,02 Farm worker, Crop	Imber of Positions
6. Please note the following concerning the above The attached H-2A job order has been accepted by	e job order:	
7. By: (ES Agency Representative)  Kendal Shaver	Title: Agriculture & Foreign Labor Program Manager	Telephone Number: 434-984-7640

☐ Rejected (If rejected, provide reasons)

Date Signed:

Telephone Number:

8. Receiving State Office: ("X" one)

9. By: ES Agency Representative

Comments:

☐ Accepted (If accepted, list local offices extended to)



# U.S. Department Labor Employment and Training Administration

OMB Control No. 1205-0134 Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agricolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block#28 - Piease follow Step-By-Step Instructions)
(Favor de usar letra de moide en la solicitud - Para incluir informacion adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

•	
Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente	Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL
(Númbero, Calle, Ciudad, Estado y Código Postal ): Chesterfield Berry Farm, Inc.	4. SOC (O*NET/OES) Occupational 5. Job Order No. /Num. de Orden de
26002 Pear Orchard Road	Code / Código industrial: Empleo:
Moseley, VA 23120	45-2097 02 1 761771
Woodity, Wizorzo	49 - 2042, 02 75677 7 3 SOC (ONET/OES) Occupational
a) Federal Employer Identification Number (FEIN) / Número federal de	Title / Titulo Ocupacional
Identifaction del Empleador:	FORMWORKER, VEGETOBLE
54-1398228	6. Address of Order Holding Office (include Telephone number) / Dirección de
b) Telephone Number / Número de Teléfono:	la Oficina donde se radico la oferta (Incluya el número de teléfono):
804-739-3999	15240 Oaklava Rlin
	11 11 12 02 CLA 014-541-650
c) Fax Number / Número de Fax:	a Name of Local Office Representative (Include direct dial telephone
804-739-3136	number} / Nombre del Represtante de la Oficina Local (Incluya el
d) E-mail Address / Dirección de Correo Elecrtónico:	número de teléfono de su linea directa).
jakesberries1@aol.com	100 100 100 100 100 100 100 100 100 100
	MElanie Wright 804541-6504
Address and Directions to Work Site / Domiclilo y Directiones al lugar de	7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
trabajo:	2/20/2016
26002 Pear Orchard Rd, Moseley, VA 23120 13580 Ashland Road, Ashland, VA 23005; 4805 Hickory Road,	0/01/01/0
Etirick, VA 23803; 6289 River Road, Hanover, VA 23069	8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden
Ellick, vA 23003, 0208 Nivel Nosa, Hallovel, vA 25005	de Empleo: 07/30/2016
Work sites solely owned and operated by employer	9. Anticipated Period of Employment / Periodo anticipado o previsto de Emploe:
Map attached	9. Amapated Period of Employment? Periodo anticipado o previsto de Emploo.
	From / Desde: 04/14/2016 To / Hasta: 11/14/2016
	10. Number of Workers Requested / Número de Trabajadores Solicitados:
Address and Directions to Housing / Domicilio y Directiones ai lugar de	11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de
vivienda:	Trabajo por Semana, Total:
25051 Pear Orchard Road, Moseley VA 23120	
26002 pear orchard road, moseley VA 23120	Sunday / Domingo Thursday / Jueves
	Monday / Lunes 7. Friday / Viernes. 7. Tuesday / Martes 7. Salurday / Sábado 6.
Map attached	Wednesday / Miércoles
	·
a) Description of Housing / Descripción de la vivienda:	12. Anticipated range of hours for different seasonal activities: / Rango previsot de
,	horas par alas diferentes actividades de la temporada:
25051 Pear Orchard Road, Moseley VA 23120-Mobile home for 7	Possible weekly/daily hours: 35-45+; 8:00 AM-5:00 PM
workers. Camp is located on west side of Pear Orchard road 1/4	
mile before end of state road. 26002 pear orchard road, moseley	13. Collect Calls Accepted from: / Aceptan Llamades por Cobrar de:
VA 23120-2 story frame house for 10 workers located at the end of pear orchard road.	
	Employer / Empleador: Yes / SI 🚾 No 🖸
m B A	
N C. V 5 0/6 8	
- "AAI' S.C.	
CHARLOTTES WILL	
CA VE SI	
62/22 -527	
66 35 85 AS FC CO	

4. Describe how the employer intends to provide either 3 meals a day to each worker of which there and convenient cooling and kilchen facilities for workers to prepare meals / Describe down of empleador filere is intended not disease, as as 3 contides at dise aced tradegion, o propordionar grabulamente instituciones para contobrar. The employer will furnish cooking facilities, utilities, and utensities for workers to prepare their own meals. Employer will provide transportation to grocery store at least once a week for workers who wish to shop for food.		
The employer will furnish cooking facilities, utilities, and utensils for workers to prepare their own meals. Employer will provide transportation to grocery store at least once a week for workers who wish to shop for food.	14. Describe how the employer intends to provide either 3 meals a day to each worker or furnisi	h free and convenient cooking and kitchen facilities for workers to prepare
transportation to grocery store at least once a week for workers who wish to shop for food.	The employer will furnish cooking facilities, utilities, and utensils for workers to	o prepare their own meals. Employer will provide
	transportation to grocery store at least once a week for workers who wish to s	shop for food.
		d.

15.	15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitant Employer's/Agent's available hour to interview workers / Explique cómo los condidatos serán contrat entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más de Job Services offices or other organizations making referrals should insure that all job specifications and terms and conditions of employment before a referral is m Careerlink office at the address and telephone number listed in job order. Only we employment who are able (with or without reasonable accommodations), willing for employment in the United States, and who will be available at the time and pl Chesterfield Berry Farm, Inc., 26002 Pear Orchard Road Moseley, VA 23120 & VA SWA.	ados o referidos, y ias horas disponibles del empleador/agente para etailes.  I applicants are thoroughly familiarized with the ade. Applicants should be directed to the workers meeting all the qualifications for and qualified to perform the work, who are eligible aced needed, should contact or be referred to
	Documentation of identity and employment authorization sufficient to complete a and Control Act must be in the possession of the worker at the time the worker repermitted by law, by the employer as a condition for completing the hiring process workers of this requirement and how to fulfill it, and help to assure that workers if the United States and possess the necessary documents to complete an I-9 For	eports for work and will be examined, to the extent is. Referring local offices should fully apprise eferred on this order are legally entitled for work in
	ŧ	
16 TEM All a cuer bulb load crop othe hour eval suit	16. Job description and requirements / Descripción y requisitos del trabajo:  TEMPORARY SEASONAL POSITION: Farmworker: Crop All applicants must be abla willing, qualified to perform work described in this JO/Ad & must be available for entire period specific cucumbers, egoplant, tomatices, broccof, cautifiower, onion, butter beans, green beans, okra, cabbage, melons/cantidioupes, pe butbs, cultivate crops, cupit was a shared traditional fruit. It load hay. May operate or meintent in ractors or hand operate equipment. Uso hand tools, such as shavels, trowels, hose, tampers, crops; apply pestiledes; pack, & load harvested products, post harvest clean-up, may construct trellises, repair fences & farm bit other related activities as put 45-2092 Farm Worker (onetonline.org) Possible delly/weelty hours: 8A-5P; 35- possibly up to 50 other related activities as put 45-2092 Farm Worker (onetonline.org) Possible delly/weelty hours: 8A-5P; 35- possibly up to 50 other related activities of the continuation of the continuati	ad. Crops: pumpkins, strawborries, blackberries, sweet corn, bell peppers, squash, achos, raspberries, and hay. Duties may include: Plani, plant roots, seeds and loe work, weed, crop intigation, clean, spray, load/unicad up to 75lbs. Move, stack, pruning hooks, shears, knivas, till soli & apply farillizers, transplant, thit, or prune gs, or participate in frigation activities, climb up/down bins; must not fear heights & has a week; may possibly be some weekend work. Outdoors, aprosed to weather; ulprment & supplies provided at no cost to the worker. Employer provided housing a stooping, bending. Drug/sloohol/tobacco-free work zone. Must show proof of legal
1.	Is previous work experience preferred? / Se prefiere previa experiencia?  Yes / Si ☑ No ☐  meses de experiencia: 3  No ☐	If yes, number of months preferred: / SI es asl, numero de
	□ Driver Requirements / Requisitos del conductor □ Employer Will Train / Empleador entrenará o adiestrará □ Extensive Sitting / Estar sentado largos ratos □ Extensive Driver de Extensive Walkin	und Check / Verificación de antecedentes penales tección de Drogas g and Pulling / Empujar y Jaiar Extensamente g / Caminar por largos ratos g / Inclinándose o agachándose con frecuencia mandatory / Horas Extras (sobre tiempo) / Dias Feriados no

7 Wage Rates, Spe Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	bre Pagos Especiales v De Deductions*	Yes/SI	No	Pay Period <i>I</i> Periodo de Pago
Cultivos	Salarlo por Hora	Pago por Pleza / Unidad(es	Pagos Especiales (Bono, etc.)	Deducciones			1 I
Fruits	\$ 10.72	\$		Social Security / Seguro Social	8		Weekly / Semanal
Vegetables	\$ 10.72	\$		Federal Tax Impuestos Federales			⊠ Friday
Cabbage	\$ 10.72	\$		State Tax Impuestos Estatales	Ø		Bi-weekly / Quincenal
Hay	\$ 10.72	\$		Meals / Comdias		⊠	
Strawberries	\$ 10.72	\$ 2.75/8 quart		Other (specify)/ Otro (especifica)	×		Monthly/Mensual
							Other / Otro

## 18. More Details About the Pay / Mas Detailes Sobre el Pago

Employer will comply w/applicable Federal, State, local laws pertaining to OT. DOE. Resonable repair cost of intentional damage deducted from workers pay. Employer will furnish worker on/ before each payday worker's hrs & earnings statements meeting regulatory requirements: 20 CFR 655.122(k). Earnings records & statements will be available upon request of worker or worker representative as defined: 20 CFR 655.122(j)(2). Workers who voluntarily abandon employment or are terminated for cause & where employer provides timely notification to NPC & DHS, will relieve employer for subsequent transport & subsistence costs & the 3/4 guarantee as defined: 20 CFR 655.122(n). Employer may terminate the work contract where services are no longer required for weather, or other Acts of GOD w/approval of C/O; & assurance the 3/4 guarantee will be provided between start & termination dates, make efforts to transfer worker to other comparable work acceptable to worker, & if transfer is not viable, provide outbound transport & subsistence in accordance 20 CFR 655.122(o). Worker will be provided a copy of the work contract, including modifications, on the day work commences or as soon as practically possible defined in 20 CFR 655.122(q). Variable weather/crop conditions may apply; hours may fluctuate (+/-), possible downtime and/or extended hours. Employer will comply with applicable Federal, State, and local laws pertaining to OT hours. DOE. Base AEWR hourly rate: \$10.72. 1st week wage quarantee: \$375.2

## 19. Transportation Arrangements / Arreglos de Transportación

For workers who complete 50 percent of the period of employment, the employer will reimburse the worker for costs incurred by the worker for the most reasonable carrier of transportation & reasonable subsistence from the place from which the worker came to work for employer to the place of employment. Subsistence will be \$11.86 per day without documentation & in accordance with the current Federal Register notice for workers with receipts; maximum meal component \$46.00 per day with receipts. The amount of the reimbursement for transportation shall be worker's actual cost, but no more than the most economical & reasonable similar common carrier transportation charges for distance involved. If worker completes the period of employment, employer will provide or pay for the worker's transportation/ reasonable subsistence from place of employment to place from which worker came to work. For the purposes of the above reimbursement, the 'period of employment' shall be the period from the first workday worker is at the employer's farm & is ready, willing, able, eligible to work until the anticipated ending day of employment shown in above. Workers who voluntarily abandon employment or are terminated for cause & where employer provides timely notification to NPC & DHS, will relieve employer for subsequent transport & subsistence costs & the 3/4 guarantee as defined: 20 CFR 655.122(n). Transportation between housing and work site will be provided daily at no cost to worker.

		and and the
20.	Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) ci (les)? ¿ Es la práctica habitual usar Contratistas de Trabajo Agricola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trapara este(os) tipo(s) de cosecha(s)?  Yes / Si  No	on and an area of the second
	If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le pagas al Contratista de Trabajo Agcada actividad?	дпсоіа рог
21	Are workers covered for Unemeployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☑ If applicable	No 🗆
22.	Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador. Yes/Si	No □
23.		ajadores?
	Yes/Si <sup>⊠</sup>	
24.	List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propletarios del establismos agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, inc "Ninguno".)  None/Ninguno	ecimiento o
_	the design of the workers will be employed (If the	ere are no such incident
25.	List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If the enter "None".) / Enumere today huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si r lipo, indique "Ninguno".)	o hay incidentes de este
	None/Ninguno	

Chesterfield Berry Farm

en conexión con una futura solicitud de certifación de empleo	lemporal para trabajedoras H-2A7
Yes/SI 🖾 No 🗅	
	at a
2.0	
27. Employer's Cortification: This job order describes the actual	terms and conditions of the employment being offered by me and contains all the material r: Este orden de trabajo dexcribe los términos y condiciones del empleo que se le ofrece, y
contiene todos los términos y condiciones materiales ofredio	ios.
Aaron Goode	President
Employer's Printed Name & Title / Nombre y Titulo en Leira d	e Molde/Imprenta del Empleador
	04/04/0040
Employer's Signature / Firma y Titulo del Empleador	01/21/2016 Date / Fechs
READ CAREFULLY, In view of the statutorily established basic	function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing and Training Administration (ETA) nor the State agencies are guarantors of the accuracy for
to the town of information contained on tab arriage cultivalities by	employers. Nor does any lob order accepted of recruited upon by the American Job Center
constitute a contractual job offer to which the American Job Cent LEA CON CUIDADO, En vista de la función básica del Servicio	ter, ETA or a State agency is in any way a party.  de Empleo establecida por ley, como una entidad de intercambio iaboral sin comisiones, es decir, como un
t de empleodoros y los solicitarios de empleo n	il ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en na orden de trabajo aceptado o contratado en el Centro de Carreras(American Job Center)constituyen una
oferta de trabajo contractuales a las que el American Job anter, i	ETA o un organismo estatal es de ninguna menera una de las parles.
PUBLIC BURDEN STATEMENT	nich is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per
Institution for mylenian instructions, searching ay	Isting data sources, gathering and reviewing the collection. The public need not respond to his collection of
Information unless it dispreys a correctly valid OMB Control Num	ther. This is public information and there is no experimion of confidentiality, solid confidential cycles in the properties of Labor, Employment and Training
Administration, Office of Workform Investment, Room C-4510. 2	200 Constitution Avenue, NW. Washington, DC 20210.

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? I ¿Esta orden de empleo ha sido puesta

La carga de Información pública para responder a la Forma ETA 790, que se requiero para obtener o retener beneficios (44USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el llempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El publico no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay nenguna expeciativo do confidencialidad. Envie sus comentarios acerca de esta carga o cualquier otro especio de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar Información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

16)

TEMPORARY SEASONAL POSITION: Farmworker: Crop

All applicants must be able willing, qualified to perform work described in this JO/Ad & must be available for entire period specified. Crops: pumpkins, strawberries, blackberries, sweet corn, bell peppers, squash, cucumbers, eggplant, tomatoes, broccoil, cauliflower, onion, butter beans, green beans, okra, cabbage, melons/cantatoupes, peaches, raspberries, and hay. Duties may include: Plant, plant roots, seeds and bulbs, cultivate crops, cultivate weeds and thin plants, transplant riding on transplant or by hand, and harvest veggles and fruit. Hoe work, weed, crop irrigation, clean, spray, load/unload up to 75lbs. Move, stack, load hay. May operate or maintain tractors or hand operate equipment. Use hand tools, such as shovels, trowels, hoes, tampers, pruning hooks, shears, knives. till soil & apply fertilizers; transplant, thin, or prune crops; apply pesticides; pack, & load harvested products, post harvest clean-up; may construct trellises, repair fences & farm bldgs, or participate in irrigation activities, climb up/down bins; must not fear heights & other related activities as per 45-2092 Farm Worker (onetonline.org) Possible daily/weekly hours: 8A-5P; 35+ possibly up to 50+ hrs a week; may possibly be some weekend work. Outdoors, exposed to weather; hours may fluctuate (+/-); possible downtimes and/or extended hours. Be responsible, & dependable: fulfill obligations. Tools, equipment & supplies provided at no cost to the worker. Employer provided houring available to any worker who cannot reasonably return to residence daily (US or foreign). ½ guarantee applies. Extensive walking, stooping, bending. Drug/alcohol/tobacco-free work zone. Must show proof of legal authority to work in United States. Must be 18 years of age. 3 month experience w/ harvesting crops and with farm equipment.

#### 20 CFR 653.501 Assurances

# INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working condition comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name	priover's Name Aaron Goode		
	A		
Employer's Signature	- Oan Doode		

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

# **Euseppi Farming Company:**

# Attachment of Assurances to ETA 790 OMB Control No: 1205-0134

# <u>Item 2:</u> LOCATION AND DIRECTION TO WORKSITE(s):

The worksite is located at: 26002 Pear Orchard Rd, Moseley, VA 23120 13580 Ashland Road, Ashland, VA 23005; 4805 Hickory Road, Ettrick, VA 23803; 6289 River Road, Hanover, VA

23069 in the following County/Counties: Chesterfield and Hanover counties

The directions to the worksite are:

Map attached

Item 3: LOCATION(S) AND DESCRIPTION(S) OF ALL HOUSING (List total number of housing Unit(s) that will be utilized to house total capacity of workers requested on ETA 790, Item 10):

Housing is located at: 25051 Pear Orchard Road, Moseley VA 23120 26002 pear orchard road, moseley VA 23120

Directions to housing: Map attached

Description of housing: 25051 Pear Orchard Road, Moseley VA 23120-Mobile home for 7 workers. Camp is located on west side of Pear Orchard road 1/4 mile before end of state road. 26002 pear orchard road, moseley VA 23120-2 story frame house for 10 workers located at the end of pear orchard road. Housing and utilities are provided at no cost to H-2A workers and those workers in corresponding employment who are unable to return to their place of residence the same day. Housing beds, bedding and mattresses will be furnished at no cost to the workers. Housing will be clean and meet the applicable federal and State housing standards. Workers will be responsible for maintaining housing, surrounding areas in a neat, clean manner.

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing and furnishings.

Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hires, separate toilet, shower facilities and sleeping rooms will be provided by the employer.

The employer requests permission for conditional entry into the Interstate and Intrastate Clearance System and assures that the worker housing will be available for inspection and in compliance with applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

**Item 11:** ANTICIPATED HOURS OF WORK:

7 Hours per day is normal. The worker may be requested but not required to work 8-12 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields or orchards, weather or maturity of the crop.

Workers may be reached at the following address and phone number: 804-739-3999; 26002 Pear Orchard Road, Moseley, VA 23120

# Item 13: BOARD ARRANGEMENTS: (Check appropriate item(s))

X_The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntarily basis) transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.
The employer will provide workers three meals per day and will deduct \$ per day from each worker for meals.
Item 14: REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)
Referrals will be sent through VA Dept. of Workforce Services: Please contact employer Monday through Thursday from 9A-1P. Chesterfield Berry Farm, Inc., 26002 Pear Orchard Road Moseley, VA 23120 804-739-3999
Agency Personnel, Walk-ins, Gate Hires, etc. may:
X_ Call for an interview during normal business hours at the number listed on the ETA 790 form.
Report to the farm office or worksite listed on the ETA 790.
X Other:_ Referrals will be sent through VA Dept. of Workforce Services: Please contact employer Monday through Thursday from 9A-1P. Chesterfield Berry Farm, Inc., 26002 Pear Orchard Road Moseley, VA 23120 804-739-3999

# Item 16: WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS

#### **HOURLY WAGE RATE:**

(a) The Adverse Effect Wage Rate (AEWR) of \$10.72 per hour. Pay the wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. The employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate. Rates of pay. If the worker is paid by the hour, the employer will pay the worker at least the AEWR, the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest, for every hour or portion thereof worked during a pay period.

(b) The following deductions will be made:

\_\_X\_Taxes, if applicable under Federal, State, and local law form U.S. Workers;

_XFICA Taxes _XFUTA Taxes _XFederal Income Tax Withholding
Advances
Mcals
_X_ Willful destruction of property;
_X_ Other (Specify) Reasonable repair cost of intentional damage will be deducted from the workers' pay. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.
(c) The employer will not pay the worker a bonus of \$
Based on Quality Picking
End of Season Other
Anticipated date by which payments will be made:
(d)The employer guarantees to offer the worker employment for a total number of work hours equal to at least three-fourths (¾) of the work days of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. NOTE: In Act of God terminations, the ¾ guarantee period ends on the date of termination upon approval of C/O.
(e) Payroll periods will be weekly: Workers will be paid on Friday each payroll period and will be provided with an earnings statement which contains at a minimum, the hours actually worked, total earnings, (piece rates/number of units (if piece rates are used) and all deductions. The statement will comply with 20 CFR 655.122(j)-(m)
(f) Employer will provide a worker referred through the interstate clearance system35 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker referred through the clearance system \$374.15 an hour for the first week starting with the originally anticipated date of need.
Employer will not require worker to perform alternative work if the guarantee cited in this section is invoked.
The workers (will not) be engaged in work defined by the U.S. Environmental Protection Agency and/or as requiring pesticide safety training. If "will" - employer must provide proof of Arkansas Department of Agriculture training authorization/certificate marked
Item 17: Transportation and subsistence

Pursuant to DOL regulations 20 CFR 655.122(h) (1) If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided transportation or subsistence directly to the worker by other means and if the worker completed 50% of the work contract period, the employer must pay the worker for reasonable costs incurred by the worker for transportation and subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment.

If prevailing practice of non H-2A agricultural employers in the occupation in the area to do so, or when the employer extends such benefits to similarly situated H-2A workers, the employer must advance the required transportation and

subsistence costs to workers in corresponding employment who are traveling to the employer's worksite. The amount of the transportation payment must be no less than the most economical and reasonable common carrier transportation charges for the distance involved. The amount of the daily subsistence payment must be at least as much as the employer would charge the worker for providing three meals a day but no less than the amount permitted under 655.173 (a). which is presently \$11.86 per day with CONUS maximum meal component \$46.00 per day with receipts according to the current DOL Federal Register.

Note: the FLSA applies independently of the H-2A requirements and imposes obligations on employers regarding payments of wages.

655.122(h) (2) If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer must provide or pay for the worker's transportation and daily subsistence from the place of employment to the place which the worker, disregarding intervening employment, departed to work for the employer.

- If the worker has contracted with a subsequent employer has <u>not</u> agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer worksite to subsequent employer worksite, the employer must provide or pay for such expenses.
- If the worker has contracted with a subsequent employer <u>has agreed</u> in such work contract to provide or pay
  for the worker's transportation and daily subsistence expenses from the employer worksite to subsequent
  employer worksite, the subsequent employer must provide or pay for such expenses.
- The employer is not relieved of providing or paying for return transportation or subsistence if an H-2A worker is displaced as a result employer compliance under 50% rule, per 655.135(d).

655.122(h) (3) The employer must provide transportation between the housing provided or secured by the employer and the employer's worksite at no cost to the worker.

655.122 (h) (4) All employer-provided transportation must comply with all applicable Federal, State or local laws and regulations and must provide at a minimum the same transportation safety standards, driver licensure and vehicle insurance as required under 29 USC 1841, and 29 CFR 500.105 and 29 CFR 500.120 to 500.128.

# OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God (upon approval of C/O), the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish without coasts, all tools, supplies, or equipment required in the performance of work.

TRAINING: Training will be provided	N/A	days and workers will be allowed	days to reach the
production standards of the activity.			
	N/A		
	14/27		A

INJURIES: The employer will provide Workers Compensation or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA office before certification is granted. NOTE: DOL CNPC will not grant certification if there is no valid workers compensation policy.

EMPLOYER OBLIGATION IF EMPLOYMENT IS EXTENDED: No extension of employment beyond the period of employment specified in the job order will relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order holding office or State agency by telephone/writing immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker(s) in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any workers whose services are no longer required for reasons beyond the control of the employer or an act of God (upon approval of C/O. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. See 20 CFR 655.122 (o)

PROOF OF RIGHT TO WORK: All workers under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

AGRICULTURAL WORK AGREEMENT (ETA 790/ATTACHMENTS): A copy of the agricultural work agreement contact or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 2 H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions and worker availability.

FIFTY PERCENT RULE: From the time the foreign workers depart for the employer's place of employment, the employer must provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the application for temporary employment certification under which the foreign workers who is in the job was hired. UNLESS the employer has requested a small business exemption to the 50 percent rule and the waiver was granted by the DOL Certifying Officer.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.135 Assurances and 20 CFR.653.501.

20 CFR 655.135(e) The employer must comply with all applicable Federal, State and local laws and regulations, including health and safety laws.

The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health, and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

# VIRGINIA EMPLOYMENT COMMISSION

# VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMMARY OF EMPLOYMENT CO	ONDITIONS SPECIFIED	SUMARIO DE LAS CONDICIONES ESPECIFICADAS EN LA ORDEN D	DE EMPLEO QUE SON E TRABAJO	
1. ORDER NUMBER: <u>756771</u>		1. NUMBERO DE LA ORDER: <u>756771</u>		
2. NAME OF EMPLOYER: Chesterfield Berry 3. LOCATION OF EMPLOYER AND (See ES 338)		2. NOMBRE DEL EMPLEADOR: Chesterfield berry Farm, Inc. 3. LUGAR Y DIRECCION DEL EMPLEADOR: (See ES 338)		
4. PERIOD OF EMPLOYMENT: FROM 4/14/16  5. WORK SCHEDULE:	_	4. PERIODO DE EMPLEO; DEL 4/14/16 al 11/14/16 5. HORARIO DE TRABAJO: HORAS POR DIA NUMERO I	DE DIAS POR	
HOURS PER DAY_ DAYS PER	R WEEK 🕜	SEMANA 6		
6. CROP AND PAY: CROP: VEQETABLES HOURLY WAGE: \$ 10.72 PIECE RATE: \$ 2.75/8 QUART		6. COSECHA Y PAGO: COSECHA SUELDO POR HORA PAGA POR UNIDAD:		
7. WORK TASKS TO BE PERFORM	MED:	7. LABORES A DESEMPENAR EN	EL TRABAJO:	
8. TRANSPORTATION PROVIDED: FROM LABOR CAMP TO WORK SITE AND RETURN Yes  9. HOUSING CAN ACCOMODATE 16 PERSONS 1 I INDIVIDUAL		8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA: SI  9. VIVENDA DISPONIBLE PARA 46 PERSONAS:		
FAMILY  10. MEALS:		10. COMIDAS:		
PROVIDED: NO		PROVISTAS: NO		
IF YES: COST PER DAY (See item 13 in Job Order)  WORKERS MAY DO THEIR OWN COOKING:		SI SON PROVISTAS, EL COSTO POR DIA SERA (Vea Num.13 en la Orden de Trabajo)		
		LOS TRABAJADORES TIENEN QUE COCINAR SUS		
YES		COMIDAS: SI		
11. DEDUCTIONS:		11. DEDUCCIONES:		
ТҮРЕ	AMOUNT	CLASE	CANTIDAD	
SOCIAL SECURITY	XXXXXX	SEGURO SOCIAL	XXXXXX	
INCOME TAX	XXXXXX	IMPUESTOS SOBRE INGRESOS	XXXXXX	
TRANSPORTATION NONE		TRANSPORTACION HERRAMIENTAS Y MAQUINARIA	NO	

TOOLS & EQUIPMENT	NONE	SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS	
CREWLEADER CHARGES	NONE		NO_

#### 12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by OH/OH/160.

In order for you to be elible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION 400 Preston Avenue Charlottesville, Va 22902

During the period of  $\frac{4}{05} - \frac{4}{09}$  2016 Any Job Service office will assist you in doing this.

#### 12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ba garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificación sen a nas tardar el OU/OU/IC.

Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleoas en el:

VIRGINIA EMPLOYMENT COMMISSION 400 Preston Avenue Charlottesville, Va 22902

Durante el periodo el 4/05 al 4/09 2016 Cualquier Oficina del Servicio de Empleos le asistira en bacerto.

# Chosterfield Berry Farm, Inc. ATTESTATION OF WORKMAN'S COMPENSATION INSURANCE COVERAGE

As applicants for temporary agricultural workers, we understand that the employees must be covered by workman's compensation insurance and vehicle coverage. This serves as an attestation that the insurance policy will be timely renewed and maintained for the entire period of the requested work authorization. Copies of the renewed policy will be provided to the USDOL NPC in Chicago, IL and/or US Citizenship & Immigration Services as requested.

Signature: Jaron Soock

Date: 1/20/2016

Aaron Goode

1/20/2016



SERVICE CENTER 901 Peninsula Corporate Circle Boca Raton,FL 33487 (800) 622-4123

February 12, 2016

CHESTERFIELD BERRY FARM INC 26000 PEAR ORCHARD RD MOSELEY, VA 23120-1303

EFFECTIVE DATE: 02/12/2016

BINDER NUMBER: 45-15628-16043-245033

FED ID NUMBER: 54-1398228

APPLICATION ID:

38169750

# RE: WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY BINDER

This is to acknowledge receipt of an initial or deposit premlum payment and your application for coverage through the Workers Compensation Insurance Plan for the State of VIRGINIA.

Coverage Is provided under this binder, beginning at 12:01 A.M. on the effective date shown above, and with the insurance company named below, and shall remain in effect for sixty (60) days or until canceled or a policy has been issued. Coverage is provided under the Workers Compensation Law of VIRGINIA and of such additional jurisdictions as may be requested, in accordance with the Plan rules. Employers liability coverage is also provided, subject to the standard limits prescribed in the Basic Manual, unless higher limits have been requested in accordance with the Plan rules.

Please retain this binder as evidence of the coverage until you receive your policy.

**INSURANCE COMPANY:** 

LM INS CORP INVOLUNTARY MKT SVCS MAIL STOP 03F 150 LIBERTY WAY **DOVER,NH 03820** 

AGENCY NAME:

YEATTS INSURANCE AGENCY 615 E TENNESSEE AVE CREWE, VA 23930-2121

CHESTERFIELD BERRY FARM INC

#### NOTICE

COVERAGE FOR THIS EMPLOYER HAS BEEN PLACED THROUGH THE ASSIGNED RISK PLAN. AS THE PLAN IS THE MARKET OF LAST RESORT, COVERAGE SHOULD CONTINUE TO BE SOUGHT THROUGH THE STANDARD/VOLUNTARY MARKET. PLEASE NOTE THAT PREMIUMS IN THE ASSIGNED RISK PLAN MAY BE HIGHER THAN THE STANDARD/VOLUNTARY MARKET.

If a policy issued by an insurance carrier, pursuant to an assignment under the Workers Compensation Insurance Plan, is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

#### NOTICE

#### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE FOR THE STATE(S) OF VIRGINIA

Your policy provides coverage for losses resulting from acts of terrorism. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. You are notified that under the Terrorism Risk Insurance Act of 2002(Act) and any amendments, including as amended and extended through December 31, 2020 by the Terrorism Risk Insurance Program Reauthorization Act of 2015, the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to Influence the policy or affect the conduct of the United States

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk insurance Act, as amended, also contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, and the insurance company providing the coverage has met its statutorily established deductible, the insurance company is not liable for payment of any portion of the amount of insured losses that exceed \$100 billion. Further, the United States Government will not make any payment under the Act for any portion of insured losses that exceed \$100 billion. For aggregate insured losses up to \$100 billion, the insurance company will pay only a pro rata share of such losses as determined by the Secretary of Treasury.

The portion of your total estimated annual premium that currently is attributable to coverage for insured losses resulting from certified acts of terrorism is \$118.00 and does not include any charges for the portion of losses covered by the United States Government under the Act.

#### NOTICE

#### CERTIFICATES OF INSURANCE

Effective upon receipt of the enclosed binder, the producer may issue certificates of insurance only under the following conditions: 1) that the certificate is issued only on the standard ACORD form; 2) that the

#### CHESTERFIELD BERRY FARM INC

#### NOTICE

COVERAGE FOR THIS EMPLOYER HAS BEEN PLACED THROUGH THE ASSIGNED RISK PLAN. AS THE PLAN IS THE MARKET OF LAST RESORT, COVERAGE SHOULD CONTINUE TO BE SOUGHT THROUGH THE STANDARD/VOLUNTARY MARKET. PLEASE NOTE THAT PREMIUMS IN THE ASSIGNED RISK PLAN MAY BE HIGHER THAN THE STANDARD/VOLUNTARY MARKET.

If a policy issued by an insurance carrier, pursuant to an assignment under the Workers Compensation Insurance Plan, is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

certificate is Issued only for operations in the states listed in 3.A. of the Information Page; 3) that the policy terms are unchanged; 4) that the certificate holder is not extended any greater rights than those extended to the insured; and 5) that the assigned carrier is provided with a copy of each certificate.

#### **APPLICATION NOTES:**

Producer/Employers: Please be advised that Assigned Risk Carriers are required to conduct interim audits, loss prevention surveys and final audits on Assigned Risk policies. Therefore, Failure to comply with an Assigned Risk Carrier request may result in cancellation of this policy in accordance with the applicable state laws.

Coverage is being bound subject to your signed statement acknowledging and agreeing to the terms of the Loss Sensitive Rating Plan in the event that your estimated annual premium or preliminary physical audit premium meets or exceeds the premium eligibility requirement.

CARRIER: Coverage has been requested for the following states: VA.

PRODUCER / EMPLOYER: Please forward a copy of the signed finance agreement to the carrier as named on the binder if not already provided.

Corporate Officers have elected to be excluded from coverage.

PRODUCER/EMPLOYER: Please forward a signed officer exclusion letter or form to the carrier (as named on the binder) within the time specified by statutory requirement or you may be subject to additional premium for any officers listed on the application. If mandated by the state, the signed officer exclusion form must be sent to the state. If an exclusion form or letter is already attached with your application, please send a copy to the state only.

Application was processed by producer using the NCCI RMAPS(R) Online Application Service.

PRODUCER / EMPLOYER / CARRIER: Premium was calculated using the rates and programs effective on the Anniversary Rate Date / Effective Date of 02/12/2016.

Carrier: Current experience rating worksheet attached.

Please forward form 941 (or its equivalent) to the carrier as named on the binder or forward a written statement explaining why tax documentation cannot be provided.

The effective date of a rejection of coverage filing, per the statute, section 65.2-300 shall be as of the last to occur of (i) the date of the inception of the policy or (ii) the delivery of such notice to the employer as provided in this subsection. A Rejection of Coverage is deemed continuous unless a Revocation of Prior Rejection of Coverage (Form 17A) is filed.

The premium reflected on the Premium Calculation Worksheet is the Total Estimated Annual Premium. The Assigned Carrier may apply additional state surcharges, taxes, assessments, or programs as required by the state.

# Google Maps 26002 Pear Orchard Rd



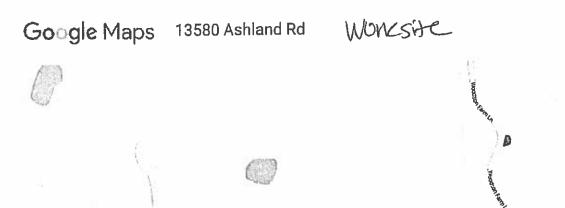
26002 Pear Orchard Rd Moseley, VA 23120

At this location

Chesterfield Berry Farm & Market 4.1 ★★★★ (6) Farm · Pear Orchard Rd Opens at 10:30 AM



Google



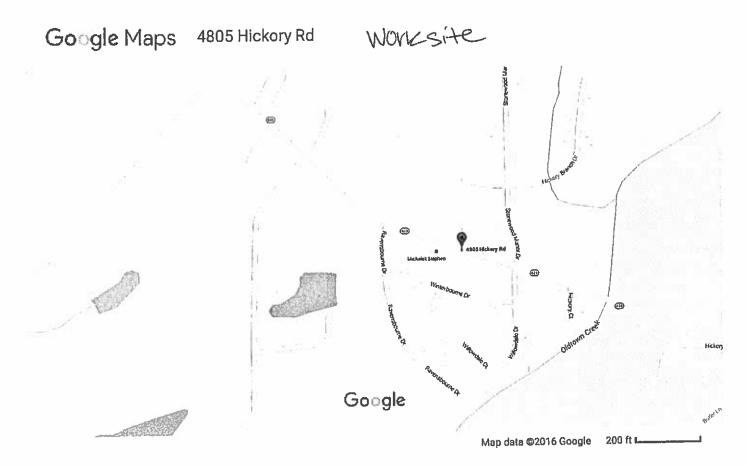
Map data @2016 Google 200 ft -----

13580 Ashland Rd Ashland, VA 23005

At this location

Hanover Vegetable Farm Farm · Ashland Rd Opens at 8:00 AM





4805 Hickory Rd Petersburg, VA 23803

6289 River Rd Google Maps

WOYK SHE

Google

Map data @2016 Google 200 ft L

6289 River Rd Hanover, VA 23069

At this location

Agriberry Farm and CSA Farm · River Rd







200 ft L Map data @2016 Google

25051 Pear Orchard Rd Moseley, VA 23120





26002 Pear Orchard Rd Moseley, VA 23120

At this location

Chesterfield Berry Farm & Market 4.1 ★★★★ (6) Farm · Pear Orchard Rd Opens at 10:30 AM





# Notice of Entry of Appearance as Attorney or Accredited Representative Department of Homeland Security

DHS Form G-28 OMB No. 1615-0105 Expires 02/29/2016

Part 2. Eligibility Information For Attorney or Part 1. Information About Attorney or **Accredited Representative** Accredited Representative (Check applicable item(s) below) Name and Address of Attorney or Accredited Representative I am an attorney eligible to practice law in, and a 1.a. Family Name **Ashley** member in good standing of, the bar of the highest (Last Name) court(s) of the following State(s), possession(s), 1.b. Given Name Wright territory(ies), commonwealth(s), or the District of (First Name) Columbia. 1.c. Middle Name 1.a. Name of Law Firm or Recognized Organization 1.h. I (choose one) 🔲 am not 🔲 am Labor Consultants International subject to any order of any court or administrative agency disbarring, suspending, enjoining, restraining, Name of Law Student or Law Graduate or otherwise restricting me in the practice of law. (If you are subject to any order(s), explain fully in the space below.) State Bar Number 1.b.1 Street Number 1137 N I am an accredited representative of the following 2. qualified nonprofit religious, charitable, social Street 5.b. 3rd Street service, or similar organization established in the Name United States, so recognized by the Department of Apt. Ste. Flr. Justice, Board of Immigration Appeals pursuant to 8 CFR 292.2. Provide the name of the organization and the expiration date of accreditation. 5.d. City or Town. Coeur d'Alene Name of Recognized Organization 5.f. Zip Code 83814 5.e. State ID Postal Code 83814 5.g. 2.b. Date Accreditation expires (mm/dd/yyyy) 5.h. Province. 3. I am associated with 5.i. Country. **United States** 3.a. the attorney or accredited representative of record Daytime Phone Number. 208 777 2654 6. who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative E-Mail Address of Attorney or Accredited Representative. 7. is at his or her request. If you check this item, also ashley@laborci.com complete number 1 (1.a. - 1.b.1.) or number 2 (2.a. - 2.b.) in Part 2 (whichever is appropriate) I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance

with the requirements in 8 CFR 292.1(a)(2)(iv).

Chesterfield Berry Farm

Pa	rt3.		Appearance as Attorney or ed Representative	7.	Provide Λ-Number and/or Receipt Number
This appearance relates to immigration matters before (select one):			ites to immigration matters before	conse	suant to the Privacy Act of 1974 and DHS policy, I hereby sent to the disclosure to the named Attorney or Accredited
1. 1.s.		USCIS - Li	st the form number(s)	Rent	oresentative of any record pertaining to me that appears in system of records of USCIS, ICB, or CBP.
2,		ICE - List ti	ne specific matter in which appearance is	8.a.	Signature of Applicant, Petitioner, or Respondent
2.в.		[ <del></del>		8.b.	. Dato (mm/dd/yyyy) > 1/21/2016
3,		CBP - List t	he specific matter in which appearance is	Par	rt 4. Signature of Attorney or Accredited.
3.в.				I hav	ive read and understand the regulations and conditions
I her	reby esent	enter my ap tative at the		conta repre	tained in 8 CFR 103.2 and 292 governing appearances and resentation before the Department of Homoland Security. I clare under penalty of perjury under the laws of the United ted that the information I have provided on this form is true
4.	Sele	ect only one			1 correct.
			Respondent (ICE, CBP)	1.	Signature of According or Accredited Acceptesentative
Nau	ie of	Applicant,	Petitioner, or Respondent		MUMIN
	Fau	Ally Mama [	Goode	2.	Signature of Law Student or Law Graduate
5.b.	Giv	en Name	Aaron	3.	Dato (mm/dd/yyyy) ▶ 1/21/2016 🔃
		idle Name [		Par	rt 5. Additional Information
5.d. Name of Company or Organization, if applicable				1.	
	Ch	esterfield B	erry Farm, Inc.		
Resp	ponde esent:	ent and not ti	nailing address of Petitioner, Applicant, or ne address of the attorney or accredited when a safe mailing address is cation of petition filed with Form G-28.		
б.а.		et Number l Name	26002 Pear Orchard Road		
б.Ь.	Api	t. 🔲 Ste,	☐ Flr. ☐		
б.с.	City	y or Town	Moseley		
6.d.	Sta	te VA	6.e. Zip Code 23120		

# **CHESTERFIELD COUNTY COMMUNITY SERVICE**

#### **CHESTERFIELD SHERIFF'S DEPARTMENT**

9500 COURTHOUSE ROAD CHESTER, VA 23831 804-748-1261 non-emergency

#### **CHESTERFIELD COUNTY POLICE DEPARTMENT**

10331 IRONBRIDGE ROAD CHESTER, VA 23831 804-748-1266 non-emergency

#### CHESTERFIELD COUNTY HEALTH DEPARTMENT

9501 LUCY CORE DRIVE CHESTER, VA 23831 804-748-1691

#### **CHESTERFIELD COUNTY SOCIAL SERVICES**

9501 LUCY CORE DRIVE CHESTER, VA 23831 804-748-1100

#### JOHNSTON-WILLIS HOSPITAL

1401 JOHNSTON-WILLIS DRIVE RICHMOND, VA 23235 804-330-2000

#### **TELAMON CORP**

4915 FITZHUGH AVE, SUITE 200 RICHAMOND, VA 23230 (804) 355-4676 E-MAIL: crodriguez@telamon.org

#### **VA JUSTICE CENTER FOR FARM & IMMIGRATION WORKERS**

6066 LEESBURG PIKE, SUITE 620 FALLS CHURCH, VA 22041 (703) 778-3450 http://www.justice4all.org

updated050115 mlw